

1. Bid Delivery Instructions for State Procurement:

Bidders are hereby advised that the U.S. Postal Service does not make deliveries to our physical location.

Bids may be mailed through the U.S. Postal Service to our box at:

Office of State Procurement
P O Box 94095
Baton Rouge, LA 70804-9095

Bids may be delivered by hand or courier service to our physical location as follows:

Office of State Procurement
Claiborne Building, Suite 2-160
1201 North Third Street
Baton Rouge, LA 70802

Bidder should be aware of security requirements for the Claiborne Building and allow time to be photographed and presented with a temporary identification badge.

Bidder is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The Office of State Procurement is not responsible for any delays caused by the bidder's chosen means of bid delivery. Bidder is solely responsible for the timely delivery of its bid. Failure to meet the bid opening date & time shall result in rejection of the bid.

Publicizing Awards: In accordance with L.A.C.34:I.535, unsuccessful bidders will be notified of the award provided that they submit with their bid a self-addressed stamped envelope requesting this information.

****ATTENTION****

Receipt of a solicitation or award cannot be relied upon as an assurance of receiving future solicitations. In order to receive notifications of future solicitations from this office, you must pay a registration fee and enroll in the proper category in LaGOV at the following web site:
https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg Paid enrollment in LaGOV provides LaPAC email notification of bid opportunities based upon commodities that you select.

2. Terms and Conditions.

This solicitation contains all terms and conditions with respect to the commodities herein. Any vendor contracts, forms, terms or other materials submitted with bid may cause bid to be rejected.

3. Vendor's Forms.

The Purchase/Release Orders is the only binding document to be issued against this contract. Signing of vendor's forms is not allowed.

4. Substitutes.

Only brands and numbers stated in the award are approved for delivery under this contract and any substitution must receive prior written approval of the Director of State Procurement or designee.

5. Preference.

In accordance with Louisiana Revised Statutes 39:1595, a preference may be allowed for products manufactured, produced, grown, or assembled in Louisiana of equal quality.

Do you claim this preference? Yes_____

Specify line number(s):_____

Specify location within Louisiana where this product is manufactured, produced, grown or assembled: _____

(Note: if more space is required, include on separate sheet.)

Do you have a Louisiana business workforce? Yes _____ no _____

If so, do you certify that at least fifty percent (50%) of your Louisiana business workforce is comprised of Louisiana residents? Yes _____ no _____

Failure to specify above information may cause elimination from preferences. Preferences shall not apply to service contracts.

6. Non-Exclusivity Clause:

This agreement is non-exclusive and shall not in any way preclude State Agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

7. If bidding other than specified, sufficient information should be enclosed with the bid in order to determine quality, suitability, and compliance with the specifications.

Failure to comply with this request may eliminate your bid from consideration.

8. Electronic Payment:

In an effort to increase efficiencies and effectiveness as well as be strategic in utilizing technology and resources for the State and vendors, the State intends to make all payments to vendors electronically. The LaCarte procurement card will be used for purchases of \$5,000 and under, and where feasible, over \$5,000. Vendors will have a choice of receiving electronic payment for all other payments by selecting the Electronic Vendor Payment solution (EVP) or Electronic Funds Transfer (EFT). If you receive an award and do not currently accept the LaCarte card or EVP or have not already enrolled in EFT, you will be asked to comply with this request by choosing one of the following three options. You may indicate your acceptance below.

The **LaCarte** procurement card uses a Visa card platform. Vendors receive payment from state agencies using the card in the same manner as other Visa card purchases. Vendors cannot process payment transactions through the credit card clearinghouse until the purchased products have been shipped or received or the services performed.

For all statewide and agency term contracts: Under the LaCarte program, purchase orders are not necessary. Orders must be placed against the net discounted products of the contract. All contract terms and conditions apply to purchases made with LaCarte.

If a purchase order is not used, the vendor must keep on file a record of all LaCarte purchases issued against this contract during the contract period. The file must contain the particular item number, quantity, line total and order total. Records of these purchases must be provided to the Office of State Purchasing on request.

EVP method converts check payments to a visa credit card thereby streamlining payments to your organization. Participants receive a credit card account number with unique security features. This card will have \$0 available funds until an invoice is approved for payment. As payments are approved, electronic remittance notifications are sent via email along with approval to charge the card for that amount. EVP requires no change to current invoice procedures; it is secure, and does not require your bank information.

EFT payments are sent from the state's bank directly to the payee's bank each weekday. The only requirement is that you have an active checking or savings account at a financial institution that can accept Automated Clearing House (ACH) credit files and remittance information electronically. Additional information is available at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP->

[03%20EFT%20Vendor%20Enrollment%20Instructions%20.pdf](http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf) or <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>. To facilitate this payment process, you will need to complete and return both EFT enrollment forms found at <http://www.doa.louisiana.gov/ERP/pdfs/LaGov%20AP-03%20-%20EFT%20Vendor%20Enrollment%20Form.pdf> and <http://www.doa.louisiana.gov/OSRAP/EFTforWebsite.pdf>.

If an award is made to your company, please check which option you will accept or indicate if you are already enrolled.

Payment type	Will Accept	Already Enrolled
LaCarte	_____	_____
EVP	_____	_____
EFT	_____	_____

Printed Name of Individual Authorized

Authorized Signature for Payment Type Chosen

Date

Email address and phone number of authorized individual

9. Compliance with Civil Rights Laws.

By submitting and signing this solicitation, the bidder agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans With Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

10. Louisiana Motor Vehicle Dealers License.

Bidders (motor vehicle lessors as defined in La. R.S. 32:1252) must be properly licensed by the Louisiana Motor Vehicle Commission (LMVC) prior to award. Unlicensed bidders must obtain a license within ten (10) business days of notification by OSP. Bidders should include a copy of a valid dealer's license issued under the provisions of R.S. 32:1254 with their bid. Any questions regarding licensing required by the motor vehicle commission should be directed to the Motor Vehicle Commission at (504) 838-5207, or via website: www.lmvc.la.gov.

11. Contractual Period.

The State of Louisiana intends to award all items for an initial period, not to exceed 12 months. Delays in awarding, beyond the anticipated starting date, may result in a change in the contract period. If the situation occurs, an award may be made for less than 12 months.

12. Contract Extension Option.

At the option of the State of Louisiana and acceptance by the contractor, this contract may be extended for two additional twelve (12) month periods at the same price, terms and conditions. Total contract time may not exceed thirty-six (36) months.

13. If an item has domestic status because of a trade treaty or other initiative, then the bidder may be required to identify each product, country and qualifying treaty.

14. Literature and/or specifications must be submitted upon request; if requested, literature and/or specifications must be submitted within seven (7) days.

15. Proprietary Specification

In accordance with RS 39:1655, this specification has been approved as proprietary.

The proprietary specifications are used only to denote the quality standard of supply(ies) desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders, the general style, type, character, and quality of supply(ies) desired; that equivalent supplies will be acceptable, and that all other specifications and all other requirements of the RFx must be satisfied.

16. Method of Award

The total lease cost for 36 months will be used to determine the lowest bid.

17. General Specifications.

- a) Bidder should indicate either their compliance with each stated specification requirement, or their proposed specification. Failure to indicate any deviations will be interpreted to mean bidder is furnishing exactly as specified.
- b) The specifications describe the minimum requirements. The equipment shall be new, of current manufacture, a production model, and must meet all State and Federal safety standards in effect at the time of delivery.
- c) Any additions, deletions, or variations from the specifications should be noted in writing. Minor deviations from the specifications which do not impair comparative functional equivalency will be accepted. Any references to brand name parts, supplies, or equipment in the specifications shall be "or equal" unless otherwise stated.
- d) Workmanship:
Any equipment delivered under this specification is subject to rejection if there is evidence of poor workmanship by either the vendor, or the original manufacturer. Any defect must be corrected to specification and to the satisfaction of the agency prior to invoice payment.
- e) Responsibility for Inspection:
Unless otherwise specified in the contract or purchase order, the dealer shall be responsible for the performance of all inspection and test requirements necessary to ensure compliance with requirements of general and detailed specifications. This action does not preclude subsequent inspection and testing by the State authorized representative to further determine conformance with specification requirements of quality standards of workmanship, material and construction techniques. It will be the responsibility of the dealer to pick up vehicle(s) rejected, make necessary corrections and re-deliver for re-inspection and acceptance.
- f) Emission Standards:
In order to be considered for award, unless specified, vehicle herein, must be approved for delivery in the 48 continental United States.
- g) Pre-Delivery Servicing and Adjustment:
 - i) Dealer shall not attach any dealer identification advertising or similar material to the vehicle.
 - ii) The vehicle shall be clean and free from defects when delivered.

- iii) Prior to acceptance by the State, the dealer shall service and adjust each vehicle for operational use, to include as a minimum, the following:
 - (1) A Louisiana temporary license plate
 - (2) A Louisiana safety inspection sticker
 - (3) Delivered with a minimum of eight (8) gallons of fuel or a fuel gauge digital readout indicating 100 miles to empty.
 - (4) Focusing of lights
 - (5) Tuning of engine
 - (6) Adjustment of accessories
 - (7) Checking of electrical, braking and suspension systems
 - (8) Charging of battery
 - (9) Alignment of front end
 - (10) Inflation of tires
 - (11) Balancing of all wheels, including the spare
 - (12) Complete lubrication of engine, chassis and operating mechanisms with recommended grades of lubricants for the ambient air temperature at the point of delivery
 - (13) Servicing of cooling system with permanent type antifreeze and summer coolant for minus 20 degrees Fahrenheit protection
 - (14) Servicing of windshield washer reservoir with water and appropriate additives
 - (15) All fluids filled to OEM's recommended capacity

- h) Delivery:

Vehicles shall be delivered fully serviced and ready for use. The dealer shall be required to make any necessary adjustments or install omitted equipment prior to acceptance of the vehicle. No facilities or personnel will be provided by the State to handle any make-ready adjustments or equipment installations.

- i) Delivery Location:

Office of State Police
Fleet Operations
290 E. Airport
Suite A
Baton Rouge, LA

- j) Documents:

Each vehicle shall be delivered with:

 - i) Complete certification of origin
 - ii) Odometer disclosure statement
 - iii) Warranty owner's manual and details
 - iv) Copy of dealer's inspection and service check sheet and any other necessary credentials.
 - v) Dealer must set up notification through OEM to Agency for receiving new bulletins, vehicle updates, service alerts or recalls.
 - vi) Temporary license
 - vii) Motor vehicle safety inspection sticker
 - viii) Notarized invoice
 - ix) Any other documentation required in the specifications

Specify make(s) and model(s) providing:

List any additional optional equipment you are furnishing over the requested requirements:

List any deletions below the requested requirements:

Vendor's telephone number: _____

Vendor's email address: _____